

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
CIVIL APPELLATE JURISDICTION
APPEAL FROM ORDER NO.549 OF 2005

Shri Mangesh Digambar Kulkarni & Anr.. Appellants
versus

Smt.Sandhya Sharad Pawar & ors. .. Respondents

...

Mr.S.V. Palsuledesai for the appellants

Mr.A.S. Khandeparkar i/b S.S. Kalke & Khandeparkar
& Associates for the respondent.

CORAM : B.H. MARLLAPALLE, J

DATED : 16th August 2005.

P.C.:

1. Heard learned counsel for the appellants.
In Spl. Civil Suit no.25 of 2004, an application at
Exhibit-5 was for temporary injunction by Civil
Judge, Sr. Division, Kalyan vide his order dated
31st March 2005 and the said order is not challenged
in this appeal.

2. It was contended by the plaintiffs that

agreements dated 20th August 2002 and 14th December 2002 were signed by the defendants in their favour and a claim of recovery of Rs.12,50,000/- was made against the defendant. One more agreement relied upon was dated 26th August 1999. The defendants appeared and filed say contending that no such agreement was ever signed and more particularly by defendant no.1. The trial Court considered the prima facie case and noted that the documents at Exhibit 3/1, 3/7 and 3/10 did not make out prima facie case that the defendant no.1 had executed any agreement for sale of the suit flats. As per the trial Court, there was no material documents on record to show that the defendant no.1 had executed an agreement of sale in favour of the plaintiffs.

3. The reasoning given by the trial court cannot be termed as erroneous or illegal so as to call for interference in this appeal.

4. Appeal is therefore dismissed in limine.

B.H. MARLAPALLE, J